APPENDIX F.

SUPPLEMENTAL PROCEEDINGS.

No. 1.

WARRANT OF ARREST BEFORE JUDGMENT. (O. 38. r. 1.)

(*Title.*)

To

The Bailiff of the Court.

WHEREAS , the plaintiff in the above suit, claims the sum of Rs. as noted in the margin and has proved to the satisfaction of the Court that there is probable cause for believing that the defendant is about to ;

Principal			
Interest			
Costs			
Total ...			

These are to command you to demand and receive from the said the sum of Rs. as sufficient to satisfy the plaintiff's claim and unless the said sum of Rs. is forthwith delivered to you by or on behalf of the said , to take the said into custody, and to bring him before this Court, in order that he may show cause why he should not furnish security to the amount of Rs. for his personal appearance before the Court, until such time as the said suit shall be fully and finally disposed of, and until satisfaction of any decree that may be passed against him in the suit.

GIVEN under my hand and the seal of the Court, this day of 19 .

Judge.

No. 2.

SECURITY FOR APPEARANCE OF A DEFENDANT ARRESTED BEFORE JUDGMENT. (O. 38, r. 2.)

(*Title.*)

WHEREAS at the instance of , the plaintiff in the above suit, the defendant has been arrested and brought before the Court;

And whereas on the failure of the said defendant to show cause why he should not furnish security for his appearance, the Court has ordered him to furnish such security :

Therefore I have voluntarily become surety and do hereby bind myself, my heirs and executors, to the said Court, that the said defendant shall appear at any time when called upon while the suit is pending and until satisfaction of any decree that may be passed against him in the said suit; and in default of such appearance I bind myself, my heirs and executors, to pay to the said Court, at its order, any sum of money that may be adjudged against the said defendant in the said suit.

Witness my hand at this day of 19 .

(Signed.)

Witnesses
1.
2.

SUMMONS TO DEFENDANT TO APPEAR ON SURETY FOR DISCHARGE. (O 38, r. 3.)

(*Title.*)

To

WHEREAS who became surety ay of 19 for your appearance in the above suit, has appl e discharged from his obligation :

You are hereby summoned to appear in th the day of 19 , at ion will be heard and determined A.M.

Appendix F Form Nos. 4—7.

No. 4.

ORDER FOR COMMITTAL. (O. 38, r. 4.)

(*Title.*)

To

WHEREAS , plaintiff in this suit, has made application to the Court that security be taken for the appearance of , the defendant, to answer any judgment that may be passed against him in the suit; and whereas the Court has called upon the defendant to furnish such security, or to offer a sufficient deposit in lieu of security, which he has failed to do; It is ordered that the said defendant be committed to the civil prison until the decision of the suit; or, if judgment be pronounced against him, until satisfaction of the decree.

GIVEN under my hand and the seal of the Court, this day of 19 .

Judge.

No. 5.

ATTACHMENT BEFORE JUDGMENT, WITH ORDER TO CALL FOR SECURITY FOR FULFILMENT OF DECREE. O. 38, r. 5.)

(*Title.*)

To

The Bailiff of the Court.

WHEREAS has proved to the satisfaction of the Court that the defendant in the above suit

These are to command you to call upon the said defendant on or before the day of 19 either to furnish security for the sum of rupees to produce and place at the disposal of this Court when required or the value thereof, or such portion of the value as may be sufficient to satisfy any decree that may be passed against him; or to appear and show cause why he should not furnish security; and you are further ordered to attach the said and keep the same under safe and secure custody until the further order of the Court; and you are further commanded to return this warrant on or before the day of 19 , with an endorsement certifying the date on which and the manner in which it has been executed, or the reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 19 .

Judge.

No. 6.

SECURITY FOR THE PRODUCTION OF PROPERTY. (O. 38, r. 5.)

(*Title.*)

WHEREAS at the instance of , the plaintiff in the above suit, the defendant., has been directed by the Court to furnish security in the sum of Rs. to produce and place at the disposal of the Court the property specified in the schedule hereunto annexed;

Therefore I have voluntarily become surety and do hereby bind myself, my heirs and executors, to the said Court, that the said defendant shall produce and place at the disposal of the Court, when required, the property specified in the said schedule, or the value of the same, or such portion thereof as may be sufficient to satisfy the decree; and in default of his so doing, I bind myself, my heirs and executors, to pay to the said Court, at its order, the said sum of Rs. or such sum not exceeding the said sum as the said Court may adjudge.

Schedule.

Witness my hand at this day of 19

(Signed.)

Witnesses.

1.

2.

ATTACHMENT BEFORE J

No. 7.

ENT, ON PROOF OF FAILURE TO FURNISH ITY. (O. 38, r. 6.)

(*Title.*)

To

Appendix F Form No. 8.

called upon the said to furnish such security, which he has failed to do; These are to command you to attach the property of the said and keep the same under safe and secure custody until the further order of the Court; and you are further commanded to return this warrant on or before the day of 19 with an endorsement certifying the date on which and the manner in which it has been executed, or the reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 19

Judge.

No. 8.

TEMPORARY INJUNCTIONS. (O. 39, r. 1.)

(Title.)

Upon motion made unto this Court by , Pleader of [*or* Counsel for] the plaintiff A. B.; and upon reading the petition of the said plaintiff in this matter filed [this day] [*or* the plaint filed in this suit on the day of , *or* the written statement of the said plaintiff filed on the day of] and upon hearing the evidence of and in support thereof [*if after notice and defendant not appearing* : *add*, and also the evidence of as to service of notice of this motion upon the defendant C. D.]: This Court doth order that an injunction be awarded to restrain the defendant C. D., his servants, agents and workmen, from pulling down, or suffering to be pulled down, the house in the plaint in the said suit of the plaintiff mentioned [*or*, in the written statement, *or* petition, of the plaintiff and evidence at the hearing of this motion mentioned] being No. 9, Oilmongers Street, Hindupur, in the Taluk of , and from selling the materials whereof the said house is composed, until the hearing of this suit or until the further order of this Court.

Dated this day of 19 .

Judge.

[*Where the injunction is sought to restrain the negotiation of a note or bill, the ordering part of the order may run thus*:—] to restrain the defendants and from parting with out of the custody of them or any of them or endorsing, assigning or negotiating the promissory note [*or* bill of exchange] in question, dated on or about the , etc., mentioned in the plaintiff's plaint [*or* petition] and the evidence heard at this motion until the hearing of this suit, or until the further order of this Court.

[*In copyright cases*] to restrain the defendant C. D., his servants, agents or workmen, from printing, publishing or vending a book, called , or any part thereof, until the etc.

[*Where part only of a book is to be restrained*] to restrain the defendant C. D., his servants, agents or workmen, from printing, publishing, selling or otherwise disposing of such parts of the book in the plaint [*or* petition and evidence, etc.] mentioned to have been published by the defendant as hereinafter specified, namely, that part of the said book which is entitled and also that part which is entitled [*or* which is contained in page to page both inclusive] until , etc.

[*In Patent cases.*] to restrain the defendant C. D., his agents, servants and workmen, from making or vending any perforated bricks [*or* as the case may be] upon the principle of the inventions in the plaintiff's plaint [*or* petition, etc., *or* written statement, etc.,] mentioned, belonging to the plaintiffs, or either of them, during the remainder of the respective terms of the patents in the plaintiff's plaint [*or* as the case may be] mentioned, and from counterfeiting, imitating or resembling the same inventions, or either of them, or making any addition thereto, or subtraction therefrom, until the hearing, etc.

[*In cases of trade marks*] to restrain the defendant C. D., his servants, agents or workmen, from selling, or exposing for sale or procuring to be sold, any composition or blacking [*or* as the case may be] described as or purporting to be blacking manufactured by the plaintiff A. B., in bottles having affixed thereto such lables as in the plaintiff's plaint [*or* petition, etc.] mentioned, or any other lables so contrived or expressed as, by colourable imitation or otherwise, to represent the composition or blacking sold by the defendant to be the same as the composition or blacking manufactured and sold by the plaintiff A. B.; and from using trade-cards so contrived or expressed as to represent that any composition or blacking sold or proposed to be sold by the defendant is the same as the composition or blacking manufactured or sold by the plaintiff, A. B., until the, etc.

[*To restrain a partner from in any way interfering in the business*] to restrain the defendant C. D., his servants and agents, from entering into any contract, and from accepting, drawing, endorsing or negotiating any bill

of exchange, note or written security in the name of the partnership-firm of B. and D., and from contracting any debt, buying and selling any goods, and from making or entering into any verbal or written promise, agreement or undertaking, and from doing, or causing to be done, any act, in the name or on the credit of the said partnership-firm of B. and D., or whereby the said partnership-firm can or may in any manner become or be made liable to or for the payment of any sum of money, or for the performance of any contract, promise or undertaking until the, etc.

No. 6.

APPOINTMENT OF A RECEIVER. (O. 40, r. 1.)

(*Title*).

To

WHEREAS has been atttached in execution of a decree passed in the above suit on the day of 19 in favour of ; You are hereby (subject to your giving security to the satisfaction of the Court) appointed receiver of the said property under Order LX of the Code of Civil Procedure, 19 , with full powers under the provisions of that order.

You are required to render a due and proper account of your receipts and disbursements in respect of the said property on You will be entitled to remuneration at the rate of per cent upon your receipt under the authority of this appointment.

GIVEN under my hand and the seal of the Court, this day of 19

Judge.

No. 7.

BOND TO BE GIVEN BY RECEIVER. (O. 43, r. 3.)

(*Title.*)

KNOW all men by these presents, that we and and are jointly and severally bound to of the Court of in Rs. to be paid to the said or his successor in office for the time being. For which payment to be made we bind ourselves, and each of us, in the whole, our and each of our heirs, executors and administrators, jointly and severally, by these presents.

Dated this day of 19

Whereas a plaint has been filed in this Court by against for the purpose of [*here insert the object of suit.*]

And whereas the said has been appointed, by order of the above-mentioned Court, to receive the rents and profits of the immovable property and to get in the outstanding movable property of in the said plaint named:

Now the condition of this obligation is such, that if the above-bounden shall duly account for all and every the sum and sums of money which he shall so receive on account of the rents and profits of the immovable property, and in respect of the movable property, of said at such periods as the said Court shall appoint, and shall duly pay the balances which shall from time to time be certified to be due from him as the said Court hath directed or shall hereafter direct, then this obligation shall be void, otherwise it shall remain in full force.

Signed and delivered by the above-bounden in the presence of

Note.—If deposit of money is made, the memorandum thereof should follow the terms of the condition of the bond.